

# **PUCHASE CONDITIONS**

These general contracting conditions apply to all commercial transactions made in our online shop [www.kaisersistemas.com](http://www.kaisersistemas.com), en hereinafter The Seller. For more information about the Seller and our privacy policy, consult the Legal Advice at the bottom of each page of this store.

Please read these Purchase Conditions and our Privacy Policy carefully before ordering, If you do not agree with all the Purchase Conditions and with the Privacy Policy, you must not place any order.

## **ID**

The Seller is a business unit belonging to KAISER SISTEMAS BALANCING MACHINES SLU, with CIF/VAT/TAX ID B55602643, in Av Cristalería 20 43720 L'Arboç Tarragona. You can address any communication to the phone number +34977167512 or the e-mail address [info@kaisersistemas.com](mailto:info@kaisersistemas.com) .

## **Activity**

The Seller is dedicated to the online selling of balancing machines and its accessories.

## **Contents and information provided on the website**

The Seller reserves the right to modify the commercial offer presented on the website ( modifications on products, prices, promotions and other commercial and service conditions) at any time. The Seller makes every effort he can to offer the information contained in the website truthfully and without typographical errors. In case that at any time there is an error of this kind, unwanted for The Sellers will, it would proceed immediately to its correction. If there is typographical error in any of the prices shown and a customer has made a purchase decision based on that error, the Seller will notify it to the customer and the customer has the right to rescind his purchase without any cost.

The contents of the website may show provisional information about some products. If that information provided does not correspond to the characteristics of the product, the customer will have the right to rescind his purchase without any cost.

The Seller is not directly or indirectly responsible of the information, content, statements and expressions contained in the products sold. this responsibility rests at all times to the manufacturers or distributors of these products. The customer understands that the Seller is a mere intermediary between him and that manufacturer or distributor.

## **Sales system**

To make a purchase, the user can choose between different ways to send us their order:

- Internet, through the «shopping cart»
- Internet, through «off-line order»
- Telephone to the customer service : +34977167512
- By e-mail to [info@kaisersistemas.com](mailto:info@kaisersistemas.com) .

## **Applicable taxes**

The prices of the products displayed on the website of the Seller, include the Value Added Tax (VAT) that, where appropriate, may apply.

Purchases to be delivered within the territory of any of the member states of the European Union will be subject to VAT.

Purchases that must be delivered in territories of non-member states of the European Union, or in the Canary Islands, Ceuta or Melilla will be exempt from VAT.

## **Payment terms**

When making the order, the customer can freely choose to pay for purchases made by Paypal or bank transfer. In certain cases and to prevent possible fraud, the Seller reserves the possibility of requesting a specific form of payment from a customer if the identity of the buyer is not credibly proven. The website uses information security techniques generally accepted in the industry, such as firewalls, access control procedures and cryptographic mechanisms, all in order to prevent unauthorized access of data. To achieve these purposes, the user / client accepts that the provider obtains data for the purpose of the corresponding authentication of the access controls. Any contracting process or that involves the introduction of personal data (health, ideology, ...) will always be transmitted by means of a secure communication protocol (HTTPS: //) in such a way that no third party has access to the information transmitted electronically.

## **Delivery form, time and costs**

The customer can select the shipping method from among the possible ones for his shipping area. You should keep in mind that the delivery times, the quality of the service, the delivery point and the cost will be different for each form of transport.

The Seller sends the orders to its customers through different express transport companies of recognized national and international prestige. The delivery date at the customer's address depends on the availability of the chosen product and the shipping area. The indicative transport deadlines are available in the section of our website «Shipping Costs». Before confirming your order, the customer will be informed about shipping costs and transport deadlines, both indicative, that apply to your specific order. However, both may vary depending on the specific circumstances of each order. Especially:

- The transport deadlines can be altered by extraordinary incidents in the carrier and by difficulties in the delivery of the merchandise.
- The shipping costs that appear on the web when placing the order are indicative and are calculated based on an average statistical weight of 5 Kg. The Seller reserves the right to alter the shipping costs when the requested weight varies by plus or minus 10% with respect to the average weight mentioned. In the event of a price variation, the Seller will communicate the variation via email to the customer and the customer may choose to cancel his order without any charge.

## **Buyers rights and return policy**

The Seller does not guarantee its customers the availability or the delivery time of the products offered on its website except that of the products in which a specific warranty is expressly cited. The catalog shown is merely

indicative as manufacturers or distributors do not communicate stocks in advance or guarantee delivery times. This situation prevents the Seller from being able to inform their customers exactly about the availability of the products as well as to guarantee a specific delivery time which, in any case, will depend on the time it takes for the manufacturer or distributor to supply the product.

The Seller guarantees its customers the possibility of canceling their order at any time and without any cost if the cancellation is communicated before the order has been made available to the carrier for shipment.

The customer will have a period of seven days from receipt of the order to terminate the contract and return the purchased product. The client will communicate to the Seller within the stipulated period and by any means admitted by law, his desire to exercise the right to terminate the contract. The returned order must be delivered together with the delivery note and, if applicable, invoice issued to the Seller, and the return costs must be paid by the buyer.

The customer may return any item he has purchased at the Seller as long as the products have not been opened or used and retain their original seal or packaging. In these cases, the Seller will return the purchase money through a credit card payment, by bank transfer to the account indicated by the customer or by credit to his personal account.

If a product other than the one requested by the customer was delivered by error of the Seller, it will be withdrawn and the correct product will be delivered without any additional charge to the buyer.

The European Commission provides an online dispute resolution platform, which is available at the following link: <http://ec.europa.eu/consumers/odr/>. Consumers may submit their claims through the online dispute resolution platform. For any incident related to the return of items from our store you can contact our Customer Service Department via email: [info@kaisersistemas.com](mailto:info@kaisersistemas.com) or by phone +34977167512.

## **Customer obligations**

The customer of The Seller undertakes at all times to provide truthful information about the data requested in the user registration or order fulfillment forms, and to keep them updated at all times.

The client undertakes to accept all the provisions and conditions set forth in these General Contracting Conditions, understanding that they include the best possible service will for the type of activity carried out by the Seller.

Likewise, you agree to keep your personal access codes confidential to our website with the utmost diligence.

The customer agrees to enable the delivery of the requested order by providing a delivery address where the requested order can be delivered within the usual schedule of delivery of goods (Monday to Friday from 10:00 a.m. to 1:30 p.m. and from 4:00 p.m. to 18:00). In case of breach by the customer of this obligation, the Seller will not have any responsibility for the delay or impossibility of delivery of the order requested by the customer.

## **Applicable legislation and competent jurisdiction**

The purchases made with the Seller are subject to the legislation of Spain.

In case of any conflict or discrepancy, the applicable jurisdiction will be that of the Courts or Courts of the buyer.